

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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TROIKA MEDIA GROUP, INC., TROIKA-MISSION :  
HOLDINGS, INC., MISSIONCULTURE LLC, :  
MISSION-MEDIA HOLDINGS LIMITED, MISSION- :  
MEDIA LTD., and MISSION MEDIA USA INC. :

Plaintiffs, :

-against- :

NICOLA STEPHENSON, JAMES STEPHENSON, :  
AND ALLMAC LLC, :

Defendants. :  
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Index No.: 19-cv-00145 (ER) (JLC)

**[PROPOSED]**  
**STIPULATION AND ORDER**

It is hereby stipulated and agreed by the parties, through their undersigned counsel, and subject to the approval of the Court, that:

1. All Plaintiffs and the Defendants Nicola Stephenson and James Stephenson (the "Stephensons") agree to submit any and all claims between them (the "Claims") (including but not limited to: (a) all claims asserted in this action; (b) all claims asserted in the Arbitration Statement the Stephensons filed with the American Arbitration Association, dated January 25, 2019; (c) all claims arising out of or related to the agreements, dated June 29, 2018, between any, some, or all of the Plaintiffs, on the one hand, and either or both of the Stephensons, on the other hand; and (d) all claims arising out of or related to the business relationship between any, some, or all the Plaintiffs on the one hand and either or both of the Stephensons, on the other hand) to Mediation before Magistrate Judge James L. Cott in the Southern District of New York at the earliest date convenient to the Court.

2. If the Mediation does not result in a settlement of all of the Claims between the Plaintiffs and the Stephensons, the Plaintiffs and the Stephensons agree to submit all of the

Claims to binding arbitration before JAMS, pursuant to JAMS' Comprehensive Arbitration Rules.

3. All proceedings in this action shall be stayed until the later of: (i) the parties' reaching a settlement of all Claims and so informing the Court of such settlement; or (ii) the conclusion of the JAMS arbitration, and any proceeding to confirm or reject the arbitral decision.

4. The parties agree that the preliminary injunctions imposed by Judge Edgardo Ramos on February 13, 2019 shall remain in full force and effect during the period in which this action is stayed.

Dated: March 26, 2019  
New York, New York

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*Attorneys for Defendants Nicola  
Stephenson and James Stephenson*

SO ORDERED

\_\_\_\_\_  
Hon. Edgardo Ramos

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